ANTIKOR DOO
Broj 43
Datum 15.04. 2024 god.
BEOGRAD

CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD sa sedištem u Zemunu Batajničkom drumu 3 deo 6a, matični broj: 29507031, PIB: 109874997, koga zastupa g. Xue Hongxi, po punomoćju od 31.12.2021. godine (*u daljem tekstu: Izvođač*)

i

ANTIKOR DOO, BEOGRAD, sa sedištem u Beogradu, ul. Požeška br. 7, MB: 07007060, PIB: 100000571, koga zastupa Miloš Tatomir, direktor, (*u daljem tekstu: Podizvođač*)

(*u daljem tekstu takođe pojedinačno označeni i kao* ***Ugovorna strana****, a zajedno* ***Ugovorne strane***)

S obzirom da

-Dana 30.01.2023.godine ugovorne strane su zaključile podizvođački ugovor i to Subcontract for execution of waterproofing works for concrete deck, protective coating of concrete P and pedestrian walkaway of bridges, galleries and overpasses in project modernization and reconstruction of Serbian Railway, section Novi Sad to Subotica (***u daljem tekstu: Podizvođački ugovor***) za izvođenje radova na projektu Projekta modernizacije i rekonstrukcije mađarsko-srpske železničke veze na teritoriji Republike Srbije za deonicu Novi Sad-Subotica-granični prelaz (Kelebija), (***u daljem tekstu: Projekat)***

-U toku izvođenja radova, Podizvođač je dostavio ponudu za dodatne radove broj 30/DŠ od 09.04.2024. (u daljem tekstu: Ponuda)

S tim u vezi, dana 15.04.2024 ugovorne strane zaključuju sledeći

CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD, with the registered seat in Zemunu Batajničkom drumu Street 3 deo 6a, registration no: 29507031, tax identification no: 109874997, represented by Mr. Xue Hongxi by power of attorney dated December 31st 2021 (*hereinafter referred to as Contractor)*

and

ANTIKOR DOO, BEOGRAD, with the registered seat in Belgrade, Požeška Street No. 7, registration no: 07007060, tax identification no: 100000571, legally represented by Mr. Miloš Tatomir, director (*hereinafter referred to as Subcontractor)*

(*Hereinafter individually also referred to as* ***the Party*** *and jointly referred to as* ***the Parties***)

Whereas

-On January 30th , 2023 the parties concluded the Subcontract for execution of waterproofing works for concrete deck, protective coating of concrete P and pedestrian walkaway of bridges, galleries and overpasses in project modernization and reconstruction of Serbian Railway, section Novi Sad to Subotica ***(hereinafter referred to as Subcontract)*** for the execution of the works on the project of modernization and reconstruction of the Hungarian-Serbian railway connection on the territory of the Republic of Serbia for the section Novi Sad-Subotica-border crossing (Kelebija), ***(hereinafter referred to as Project)***

- During the execution of the works, the Subcontractor submitted offer for additional works no 30/DŠ dated April 09, 2024. (hereinafter referred to as Offer)

Therefore, on 15.04.2024, the parties conclude the following

DOPUNSKI UGOVOR

Član 1.

Ugovorne strane su saglasne da je Izvođač prihvatio ponudu Podizvođača za izvođenje dodatnih radova te da ona čini Prilog 1 ovog Dopunskog ugovora.

Ugovorne strane su saglasne da će se obim radova iz Podizvođačkog ugovora uvećati za radove opisane u Prilogu 1.

Član 2

Ovim dopunskim ugovorom definišu se dodatne stavke pored onih definisanih u Podizvođačkom ugovoru i njihove odgovarajuće konačne ili privremene cene. Ovim dopunskim ugovorom će uvećati količinu radova Podizvođača i ukupnu ugovornu cenu.

Član 3.

Podizvođač je dužan da izvodi radove u skladu sa izmenjenim obimom posla i Prilogom 1.

Član 4.

Garancije koje je Podizvođač dao Izvođaču na osnovu člana 10 Podizvođačkog Ugovora, proizvode pravno dejstvo i u odnosu na

SUPPLEMENTARY AGREEMENT

Article 1

The parties agree that the Contractor has accepted the Subcontractor's offer for the performance of additional works, and that it constitute Appendix 1 of this Supplementary Agreement.

The Parties hereby agree that the scope of works from the Subcontract will be increased for the works described in Appendixes 1.

Article 2

This Supplementary Agreement shall define additional items to those defined under the Subcontract and their corresponding final or provisional pricing. This agreement shall increase the works quantity of the Subcontract and total contract price.

Article 3.

The Subcontractor shall be obliged to perform the works in accordance with the amended scope of the works and Appendix 1.

Article 4.

Performance Securities given by Subcontractor to the Contractor in accordance to the Article 10 of the Subcontract shall produce legal effect in

radove koje su definisane u Ponudi 30/DŠ od 09.04.2024. godine.

relation to the works defined in Offer 30/DŠ dated April 09, 2024.

U roku od 10 dana od dana potpisivanja ovog Dopunskog ugovora, blanko solo menica pečatirana i potpisana od strane ovlašćenog lica Podizvođača, registrovana pred Narodnom bankom Srbije preko poslovne banke, zajedno sa overenim meničnim ovlašćenjem i kartonom deponovanih potpisa izdatom od strane poslovne banke Podizvođača biće dostavljeni kao garancija za dobro izvršenje posla, koja će biti registrovana sa „bezuslovno i neopozivo" klauzulom u iznosu od 5% ukupne vrednosti u skladu sa Ponudom. Blanko solo menica može biti aktivirana od strane Izvođača u slučaju da Podizvođač ne ispuni svoje obaveze u skladu sa Podizvođačkim ugovorom i ovim Dopunskim Ugovorom.

At the time of Supplementary Agreement signing, within 10 days, blank solo bill of exchange stamped and signed by the authorized person representing the Subcontractor, registered at the Naional Bank of Serbia through a commercial bank, accompanied by the verified bill of exchange authorization and list od deposited authorized signatures issued by the commercial bank from the Subcontractor shall be provided for performance guarantee of contracted works, which shall be registered with „unconditionally, irrevocably" clause in the amount of 5% of total subcontracted works value in accordance to the Offer. This blank solo bill of exchange could be activatted by the Contractor in the case that the Subcontractor fails to fulfill his obligations under this Supplementary agreement.

Ukoliko nema nerešenih pitanja, Izvođač će vratiti odvojenu blanko menicu za dobro izvršenje posla Podizvođaču najkasnije u roku od 15 dana od dana isteka garantnog perioda i vraiti Podizvođaču iznos koji je odbijen od novca za zadržavanje.

If there are no unresolved issues, the contractor shall return the separate blank performance bond bill to the subcontractor at the latest wihin 15 (fifteen) days of the end of the warranty period and refund the Subcontractor tthe amount deducted from the retention money.

Član 5.

Article 5.

Ovaj Dopunski ugovor stupa na snagu nakon što ga potpišu i pečatom overe predstavnici obe strane.

This Supplementary Agreement shall enter into force upon being signed and sealed by representative of both parties.

Član 6.

Article 6.

Ovaj Dopunski ugovor predstavlja dopunu Podizvođačkom ugovoru i sve što nije regulisano ovim Dopunskim ugovorom

This Supplementary Agreement is supplement to the Subcontract and the contents not covered in the Agreement shall

podleže odredbama Podizvođačkog ugovora.

be subject to the provisions of the Subcontract.

Član 7.

Ovaj Dopunski ugovor je sačinjen u 4 (četiri) istovetna dvojezična primerka, od kojih po dva zadržava svaka ugovorna strana. U slučaju neslaganja između verzije na srpskom i verzije na engleskom jeziku, verzija na engleskom jeziku će biti merodavna.

Article 7.

This Supplementary Agreement is drafted in bilingual form, English and Serbian, and this Settlement is made in 4 (four) identical copies, out of which two copy shall be retained by each contracting party, in case of a discrepancy between the two versions, the English version shall prevail.

Prilog 1: Ponuda br.30/DŠ od 09.04.2024.

Appendix 1: Offer No.30/DŠ, April 09, 2024.

Izvođač/Contractor

Xue Hongxi

Po punomoćju od 31.12.2021 /By power of attorney dated December 31st 2021

Podizvođač/Subcontractor

Miloš Tatomir

Direktor/Director

Antikor DOO
BEOGRAD

ANTIKOR DOO
Broj 411 -25
Datum 09.04. 2024 god.
BEOGRAD

China Civil Engineering Construction Corporation
Balkan Branch Belgrade
Batajnički Drum 3, Belgrade

Commercial sector
Offer No. 30/DŠ
Belgrade, April, 09, 2024

As per your request, we are sending you an,

OFFER

For levelling of cocrtete surfaces at Overpass at km 101+132.33

SPECIFICATION OF WORKS AND PRICE

Pos.	NAME of Position (Description; Dimension)	Unit price (€/m2)
1.	-Surface preparation of surface - Installation of cement reparative mortar SIKA MONO TOP 412 N up to thickness 1 cm	31,25

NOTES AND OBLIGATIONS OF CONTRACTOR:

- The price from this offer is valid only for the installation of mortar up to 1 cm thickness. The actual thickneses will be measured diretctly on site. The thickness over 1 cm will be (for example 2 cm will be couted 31,25 €/m2 x 2 x quatity)
- The actual quantities will be defined by the Building Billing sheet.
- If there is need for measuring and tests by Indipendent Accreditation institutes it will be obligation of Contractor.
- Obligation of Contractor is to provide continuity in works without interupting and all the necessary work permits.
- Obligation of Contractor is to to appoint a responsible person / s for supervising, signing the necessary documentation at the construction site (entry in the construction log)
- Obligation of Contractor is to provide on site electric power for equipment, for the shot blasting machines 75 kWa
- Obligation of Contractor is to provide storage space on site where we can store materials, tools and equipment, which will be secured on site and site security.
- Prices include all costs of materials and works for above positions.
- The price does not include VAT.

OBLIGATIONS OF SUBCONTRACTOR

- The Subcontractor's obligation is:
- to perform the works professionally and in a quality manner, to work in accordiance with mutualy agreed dynamic plan , to respecting the HSE measures, and to keep proper documentation on the site and to hand it over to the Contractor in legal deadlines

PAYMENT

The Contractor shall pay to the Subcontractor after work on this position is finished according to delivered montly and final situation The actual quantities will be defined on site directly by measuring and it will be in the Building built book which The Contractor will sign to the Subcontractor. Signed quantities will be calculated with unit price from this offer and then will be charged.

DEADLINES

The works would start after acceptance of this offer by Contractor and will be completed according to the agreed dinamic plan

Option of offer: 30 days

All other conditions will be the subject of the Contract.

Commercial Sector
Dejan Šišović

Director
ANTIKOR
Miloš Tatomir
BEOGRAD